

**APPENDIX 8
DELEGATION OF AUTHORITY**

BEFORE THE BOARD OF SUPERVISORS
COUNTY OF _____, STATE OF CALIFORNIA

In the matter of: A RESOLUTION
APPROVING AND AUTHORIZING
EXECUTION OF COOPERATIVE
AGREEMENT FOR TRANSPORTATION
PERMIT ISSUANCE

Resol. No: _____

Ord. No: _____

First Reading _____

The following RESOLUTION was duly passed by the Board of
Supervisors of the County of _____ at a regular
meetin held _____ by the following vote
on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

(Chairman, Board of Supervisors)

Attest:
Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors, County
of _____, State of California, that the attached
Cooperative Agreement for Transportation Permit Issuance is
approved and the Director of Public Works authorized to sign on
behalf of the County of _____.

COOPERATIVE AGREEMENT
FOR
TRANSPORTATION PERMIT ISSUANCE

Agreement No. _____

THIS AGREEMENT, ENTERED INTO ON _____ is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as STATE, and

COUNTY OF _____, a political subdivision of the State of California, referred to herein as COUNTY.

RECITALS

This Agreement between the STATE and the COUNTY outlines the general areas of responsibility for a transportation permit program authorizing the STATE to write single-trip permits for oversize/overweight loads which use a combination of State and County Routes.

It is anticipated that this Agreement will reduce government administrative costs and facilitate more efficient permit acquisition by the trucking industry.

This agreement constitutes solely a guide to the respective obligations, intentions, and policies of the parties involved. It is not intended to authorize funding.

SECTION I

STATE Agrees:

1. To issue permits for oversize and overweight loads operating on a combination of State/County routes to cover all County routes and limits indicated on the attached list (Exhibit A).
2. To collect the appropriate fee (as specified by the COUNTY) for the County roads permitted, account for and remit the fee with a copy of each permit issued to the COUNTY on a quarterly basis. No administrative processing fee will be charged to the COUNTY.

3. Caltrans is not authorized to withhold or restrict permit privileges, as outline in Section 35782 of the California Vehicle Code, on the COUNTY roads specified on the list (Exhibit A) attached to this Cooperative Agreement. This authority will be retained by COUNTY.

SECTION II

COUNTY Agrees:

1. Caltrans is authorized to issue permits for oversize and overweight loads traveling on a combined State/County routing.
2. That permits for combined State/County routes will be issued in accordance with STATE policies.
3. To provide all attachments and forms normally required for County oversize/overweight permits issued to transporters.
4. COUNTY delegates to STATE the authority to issue single trip transportation permits under Section 35780 and with the authority of Section 35791 of the California Vehicle Code. This authority pertains only to the COUNTY routes and limits specified on the attached list (Exhibit A).

It is mutually agreed as follows:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature the allocation of resources by the California Transportation Commission.
2. Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
3. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, STATE shall fully

indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with work, authority or jurisdiction not delegated to COUNTY under this Agreement.

4. The action of STATE in issuing a permit covering COUNTY routes shall be deemed to have the same effect as though directly authorized.
5. This Agreement will become effective _____ and will terminate on _____ or earlier on 30 days written notice from either party.

STATE OF CALIFORNIA

Department of Transportation

COUNTY OF _____

Director of Transportation

Director of Public works

By _____
Chief, Division
Transportation Operations

Attest: _____

Date: _____

APPENDIX 8-1 DIRECT CROSSING PERMIT

CALIFORNIA DEPARTMENT OF TRANSPORTATION
VEHICLE DIRECT CROSSING PERMIT
DMO-P-204 (12/75)

NAME OF PERMITTEE		PERMIT NUMBER
ADDRESS		
CITY (OR)	STREET	
COUNTY	CITY	STATE

In compliance with your request of _____ 19____, PERMISSION IS HEREBY GRANTED to drive or move the vehicle(s) specifically described on the attached sheet directly across.

(Describe the Highway and Point of Crossing as precisely as possible)

in accordance with Section 4006 of the California Vehicle Code, during the calendar year ending _____ 19____. It is distinctly understood and agreed by the PERMITTEE that this permit is issued for the direct crossing of the designated highway in the normal conduct of THE PERMITTEE'S business. Any other movement of the described vehicle(s) on or over public streets, roads and highways will require full compliance with all STATE and LOCAL statutes and ordinances, including, but not limited to, all provisions of Division 3, Chapter 1 (Registration of Vehicles and Certificates of Title) of the California Vehicle Code.

Division No. 15 of the California Vehicle Code covering size, weight and loading of vehicles, and all other applicable provisions of the vehicle code as well as county ordinances, must be fully complied with.

Nothing herein contained shall relieve the PERMITTEE of any liability to the GOVERNMENTAL AGENCY in charge of the designated highway for damage thereto, nor of any liability to any person by reason of the operation of said equipment. In the event any claim of liability for personal injury or property damage is made against the STATE OF CALIFORNIA, or any department, officer, or employee thereof, arising from the movements or crossing hereby permitted, PERMITTEE shall defend, indemnify and hold them and each of them, harmless from such claim. Nothing herein is intended to impose on PERMITTEE any different or higher standard of care than that required by law.

A copy of this permit shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection of any law enforcement officer or authorized agent of the DEPARTMENT OF TRANSPORTATION or governmental agency having jurisdiction.

The highway right of way shall not be used for storage of any materials or equipment.

Interfering with, stopping, or controlling highway traffic by flagging, signs, arm movements, or any other means is strictly prohibited. PERMITTEE shall position a "lookout person" in such a location as to adequately observe and advise the operator of the crossing vehicle of approaching highway traffic, in order that such highway traffic will be adequately protected. It is the intent of this permit that the PERMITTEE cross the highway only at such intervals that there will be no interference with the free flow of the highway traffic.

DISTRICT DIRECTOR OF TRANSPORTATION

DISTRICT PERMIT ENGINEER

COPY SENT TO:
ACCOUNTING
SUPERINTENDENT
HIGHWAY PATROL
LOCAL AGENCY